

STATE OF MISSISSIPPI	Indexing Instructions:
COUNTY OF <u>DESOTO</u>	The NE¼ of the NW¼ of _____
Line/Project Identification:	Sec. 13, T 2S, R 8W
WR No. 429856	
CEA No. C6PC349020	

**RIGHT-OF-WAY INSTRUMENT**  
**ENTERGY MISSISSIPPI, INC.**

KNOW ALL MEN BY THESE PRESENTS THAT: (PRINTED NAME) DTC Eastgate 1, LLC

Grantor(s), acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Mississippi, Inc., and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 10 feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the County of DESOTO, State of Mississippi described as follows, to-wit:

*A certain parcel of land lying and being situated in the NE quarter of the NW quarter of Section 13, Township 2S, Range 8W, Desoto County, Mississippi, as shown on Exhibit "A" attached hereto and made a part hereof. Any lowering, relocating, or adjusting of underground facilities made necessary by actions of the Grantor or subsequent purchasers will be at the expense of such Grantor or subsequent purchasers.*

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of said right-of-way.

Unless otherwise herein specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 13<sup>th</sup> day of October, 2005.

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR:  
\_\_\_\_\_  
See attached page  
\_\_\_\_\_  
(SIGNATURE)

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

~~Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ of \_\_\_\_\_, who acknowledged that (he)(she) is a \_\_\_\_\_ corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.~~


~~\_\_\_\_\_  
NOTARY PUBLIC~~

My commission expires: \_\_\_\_\_

Prepared By: Entergy Mississippi, Inc., P.O. Box 1640, Jackson, MS 39215, Telephone (601) 969-2311  
Name: Steven W. Parman Telephone: (662) 342-7581

DTC EASTGATE 1, LLC,  
a Mississippi limited liability company

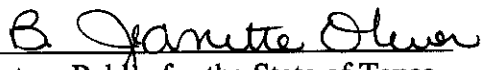
By: DTC Phase III, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: M. Thomas Mason  
Title: Executive Vice President

STATE OF TEXAS

COUNTY OF Dallas

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13 day of October, 2005, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is Executive Vice President of DTC Phase III, LLC, a Delaware limited liability company and sole member of DTC Eastgate 1, LLC, a Mississippi limited liability company, and as the act and deed of DTC Phase III, LLC as sole member of DTC Eastgate 1, LLC, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability companies so to do.

  
Notary Public for the State of Texas

My commission expires: 9-15-2008



# EXHIBIT "A"

WR Name/Desc. <u>UNDERGROUND</u>		WR# <u>429856</u>	
Inst. <u>3Ø 40 UG River Riser, 40 A1 UG 3Ø Primary</u>		Date: <u>10/8/05</u>	
LOC OFFICE <u>3028</u>	County/Parish <u>Desoto</u>	Load PT:	Customer Service Entrance Size
TAX DIST. <u>362351</u>	Section <u>13N</u> Township <u>2S</u> Range <u>8W</u>	Source PT:	
WR TYPE <u>Revenue</u>	Pull <u>100'</u>	Circuit No: <u>1N06</u>	Page <u>1</u> of <u>1</u>
Acct#	Map	Phase <u>ABC</u>	Designer <u>SLP</u>
Phone#		1" : 155.15'	
Contact Person		N	

